

# TRI-WEEKLY KENTUCKY YEOMAN.

VOL. 4.

TRI-WEEKLY KENTUCKY YEOMAN,  
PRINTED AND PUBLISHED BY  
S. I. M. MAJOR, JR. & CO.,  
MAIN STREET, NEAR THE MANSION HOUSE.

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THE WEEKLY YEOMAN is printed on a  
durable sheet line paper, and with good types,  
at Two Dollars per year in advance.

V. S. WEST & CO.,  
CONFECTORS,  
AND DEALERS IN  
GROCERIES OF ALL KINDS,

FINE Teas, Spices, Nuts, English, French,  
American Sauces and Pickles, Havana Cigars,  
Foreign and American Sweetmeats, &c.,

PURE OLD WINES, Brandy, &c., &c.,  
CORNER OF SAINT CLAIR AND BROADWAY STREETS,  
FRANKFORT, KY.

We are now opening our new and complete  
assortment of GROCERIES. Our friends and  
we are sure that they can get every thing from us  
that they wish in one place, and are determined to  
keep as good and complete a stock as can be found  
in the place. Our prices will get us from fresh and  
well-ripened articles, among which are the following:

10 lbs Prunes N. O. Tartar

3 lbs Currants, Saffron

8 lbs Buttered Sugar

10 sacks Rum

10 sacks Java Coffee

2 sacks Lemonade Coffee

An assortment of Tea

10 lbs Cinnamon Molasses

10 lbs Sugar House Molasses

5 lbs Mackerel

40 boxes Fine Table Salt

20 boxes Family Soap

50 lbs Butter

10 boxes Fine Chewing Tobacco

3 boxes Fine Cut Chewing Tobacco

2 boxes Fine Cut Smoking Tobacco

20 boxes Fine Cut Cigars

10 boxes Fine Cigars

10 boxes Fine Cigars

15,000 Bottles of half Spanish Wine

15,000 Bottles of Fine Wines, 4, 5, 6 and 7

3 large Casks of Wick

8 large Casks of Wine

1 keg Indigo

1 keg Mustard

2 dozen painted Ingoblets

12 dozen painted Nails

Also, several boxes of Sardines, Pickled Oysters, fresh  
can Oysters, fresh Lobsters, &c.

Also, a salivary of Raisins, Saff. Almonds, Date  
Prunes, Pipp Prunes of all kinds; Peas, Peas, Peas,  
Strawberries, preserved Pine Apples, Lemons, and as  
assorted Spices.

A large lot of various French Cordials, Brandy, Peach  
Brandy, Pears, Lemon Syrups, good Ale, Brandy  
Sours, &c.

All of these articles we will sell at wholesale or  
retail, at an ascertained price in the city.

June 24, 1855.—V. S. WEST & CO.

T. CALLEMAN,  
WHOLESALE AND RETAIL  
FAMILY GROCER,  
West Side Broadway, front of Capitol Square,  
Frankfort, KY.

MOST respectfully announces to the  
citizens of Frankfort and surrounding  
countries that he has in store and to arrive, a large and  
select stock of fresh Groceries, Wines, Liquors, &  
&c., which he offers on as good terms, as any house in  
the city—especially in part as follows:

6 hds Cereals, &c.

12 hds Eggs, Rice, Coffe, &c.

2 boxes Java C. Coffee

5 lbs Assorted Currants and powdered Sugar

4 hds Assorted Cereals

10 lbs Saff. Almonds, &c.

10 lbs Star C. Coffee, 4, 5, 6, 7

8 boxes Assorted Candies

14 boxes Raisin Sours

24 boxes Various sizes

Also, S. A. Indigo, Soda, Saffron, Lice, Pepper,

Spices, &c.

June 24, 1855.—T. CALLEMAN.

W. H. KEENE,  
WHOLESALE AND RETAIL DEALER  
in  
Groceries, Liquors and Provisions,  
AT THE HOUSE RECENTLY OCCUPIED BY  
BROWN & SONS.

THE undersigned having made his  
stock complete, solicits the patronage of the  
patron of every body to make colorless to patron  
pledge his best efforts to the public.

New Orleans Sarsaparilla, powdered and loaf  
Sugar, Plantain and Sugar-Canes, Mincing, Lemons,  
Syrup, &c., Glycerine, Imitation Butter, Tossy Butter,  
and Star C. Coffee, 4, 5, 6, 7

10 lbs Star C. Coffee, 4, 5, 6, 7

8 boxes Assorted Candies

14 boxes Raisin Sours

24 boxes Various sizes

Also, S. A. Indigo, Soda, Saffron, Lice, Pepper,

Spices, &c.

June 24, 1855.—W. H. KEENE.

NEW BAKERY,  
Cabinet Wareroom & Manufacturing  
JOHN D. RAKE

REPECTFULLY inform his  
friends that he is now located on the  
corner of Main and Second Streets, Frankfort,  
Kentucky, where he will be glad to see  
his old customers, and others  
who may want "a hand" with  
his shop he has a large  
assortment of furniture and intend  
to keep a good stock of Furniture  
on hand, to which he respectfully in-  
vites the attention of all wishing to  
purchase.

COFFINS.

Made in order at all times—night or  
day—promptly.

He has a new  
HEARSE, with which time night or day  
will call, at any time night or day

Aug. 29, 1855.—JOHN D. RAKE.

PERFUMERY  
AND  
FANCY ARTICLES.  
DR. MILLS

HAS just received the most elegant and  
extensive assortment of Fine Perfumery and  
Fancy Articles, ever brought to the city. The stock  
consists of:

Hundreds of every style Hair Oils,  
and perfumes,

Cloth Brushes, Extracts or the Hand,  
Nail Brushes, Perfume Bottles, for Flavouring,

Toilet Waters, Toilet Soaps,

Powder Puffs, Hair Pins, Powder Boxes,

Perfume Bottles, Perfume Boxes, &c.,

Perfume Combines, Smelling Salts,

Confections, Confections,

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# The Tri-Weekly Yeoman.

TUESDAY, JANUARY 30.

TRANSYLVANIA LAW SCHOOL.—It will be seen by the advertisement in another column of our paper that this institution will open on the 2d Monday of April next. Commencement of this old and well tried College is almost useless, for it is the place where most of the present prominent men of the times in Kentucky have received instruction in the science that has made them great. Its fame is too well known for words to uphold. We therefore content ourselves with the simple announcement that it is still in existence, and with a corps of professors equal to what it has ever had.

CONCERT.—The LUMBDARD Troupe announce through our columns this morning a concert at Odd Fellows' Hall, on Thursday night, next. From what we have read of their performances elsewhere, we do not hesitate to assure our readers that this concert will be well worth attending.

LARGE BUSINESS.—The New Orleans Crescent, of the 23d, says: "The transactions in our market these last six days have been the largest in the aggregate of any week this season, the sales including about 42,000 bales of cotton, 9,000 hds of sugar, 12,000 bbls of molasses, 26,000 sacks of corn, 10,000 bags of coffee, 6,000 to 7,000 bbls of tares of lard, etc.

SHOOTING AFFRAY.—A shooting affray occurred in Covington, on Friday, between Dr. LIVINGSTON, of Cuban notoriety, and Col. PELTY. The difficulty is said to have originated in some offensive language which passed between the parties at the St. Charles Hotel, New Orleans, several months since. Both of the parties drew and fired revolvers when they met, and Col. PELTY received a wound in the shoulder, from which it is thought he cannot recover.

IMPORTANT DOMESTIC LAW.—A bill is before the New York Senate to authorise such persons or societies as are or may be authorised to bind out by indenture any child to be apprentice clerk or servant—to bind such child as a child by adoption, instead of apprentice or servant, and to change its name, and such child shall therupon be entitled to the same rights, and subject to the same duties, in respect to its new parents, as if it were their natural child.

According to the Pittsburg Gazette, some philanthropist up there, sooner than have the citizens without buckwheat eakes, ground up broom corn seed, and sold it as buckwheat, but the latest accounts say the swindle proved an entire failure.

A GOVERNOR IN A FRACAS.—We learn from the St. Paul Minnesotan of the 19th inst., that a man by the name of COLLINS, an auctioneer of St. Pauls, called on Gov. GORHAM, of Minnesota, upon business, in the course of which an alteration ensued between them, which was ended by the Governor knocking Collins down. The affair was to be judicially investigated before a Justice of the Peace.

ON THE 22d of January, Mrs. MARIA CROSSLAND, of south Steubenville, Pa., was found frozen to death in a field near the borough of Washington which town she had visited the night before, Sunday, and got a jug filled with whiskey, on which she had got too much intoxicated to get home. A little girl, who accompanied her mother, and stayed by her through the cold and dreary night, had her feet badly frozen. There will be but little danger of the fellow who sold that liquor freezing to death in the next world.

TO GET RID OF GRAIN WEEVILS.—The agriculturist who wishes to get rid of weevils has nothing to do but, as soon as he is aware of their presence, to pitch the surface of some old boards and place them in his granaries; the pitch must, of course, be renewed several times in the year, in order to keep the insects away. The mere fumes of the pitch are disagreeable to the weevils, and will prove fatal if long inhaled.

THOMAS SMITH, member elected from Perry county, Indiana, whose seat was contested by the fusionists, has been allowed his seat in the House of Representatives.

THE population of Covington, Ky., is now estimated to be upwards of 17,000. That of Newport 11,000.

THADDEUS POTTIER, a printer from Louisville, who was arrested in Pittsburg recently, for stealing, has been sentenced to nine months imprisonment.

ARNOLD'S SON.—Lieutenant Gen. JAMES RONALD ARNOLD died at his residence, in Onslow Square, London, on the 27th ultimo. It is said he was a gallant officer, second son of our Major General Arnold, (the traitor,) and of Margaret, a daughter of Edward Shippen, chief justice of Pennsylvania.

A WOMAN condemned to death in the reign of Richard III, lived forty days without food or drink. A young lady, 16 years of age, is mentioned in the Edinburgh Medical Essays, who was thrown into such a violent tetanus, or rigidity, that she was unable to swallow for fifty-four days. A still more extraordinary account is related of a man who, on a still kind of all kinds, that had such a dislike to food, that he never ate eighteen years he never ate.

WASHINGTON NATIONAL MONUMENT.—The contribution to this monument, amounted to \$31,763.93, all of which was pending, with the exception of \$272.

TO plant without manure, and crop of the land, is the poorest of all but to plant, either with manure or to cultivate thoroughly, consume the crop, and to secure to it the benefit of manure, is the beginning of good farming.

A colored woman, named JOHANA PILES, now in Cincinnati, soliciting funds to purchase her husband, who is a slave in Washington co., Ky. The wife and two children, with sixteen others, were manumitted about a year since by their mistress, who then resided in Washington county, Kentucky, but located those she set free in Iowa.

PIRE.—In Paducah, on the 22d, a frame house owned by Mr. GLAUBER, was destroyed by fire. Loss \$2,500; no insurance.

## COURT OF APPEALS.

Forty-Eighth Day.

SATURDAY, JAN. 27.

CAUSES DECIDED.

Enders v. Hathaway, McCracken; affirmed. Mobile R. R. v. Caldwell, Hickman; reversed. Hines v. Wall & Co., Fulton; reversed. Criswell v. Powell, Louisville; opinion slightly modified and petition overruled.

ORDERS.

Colway v. Taylor, Campbell; judgment, concluded. Grimes v. Marouse, McCracken;—were argued.

ORDERS.

Grimes v. Marouse, McCracken; affirmed. Wood v. Yeatman, Wm. H. Livingston; affirmed. Air. & C. v. Lewis; Canfield; affirmed. Newport v. Wendt, Campbell; reversed.

Scott v. Wickliffe, Fayett; reversed.

ORDERS.

Flawney v. Flawney, Crittenden;—were argued. S. can be. Fahey Smith v. Terry, Henderson;—were argued.

LOUISVILLE vs. BARD, Jester on county.

By an act of the Legislature of 1859 (the session acts 1849-50, page 159), the mayor and council of the city of Louisville were authorized to propose amendments to their city charter, or to call a convention of delegates from the various wards in the city to amend it or to make a new one. The act also contains a provision that, if a convention were called for that purpose, the delegates, when elected, should meet at such time and place as the mayor and council should direct, and perform the duties for which they were elected.

The question as to holding a convention having been submitted to the voters of the city, was sustained, and an ordinance was passed by the mayor and council prescribing the time and manner of the election of delegates, the number of delegates to be elected, &c. Here is as much of the ordinance as bears upon this decision:

The 5th sec. in provides that said convention shall meet in the courthouse in the city of Louisville, on the first Monday of September, &c., and shall have power to adjourn from time to time, and from place to place, till its duties are completed. It shall elect all of its own officers, and shall adopt such rules and regulations for its government as it may deem expedient. It shall have power to employ such clerks and other agents at such salaries, and have such printing and other work done as it may deem expedient and proper, and the president shall cause the expenses thereof to be audited and certified to the mayor and council to be paid out of the city treasury.

Under this ordinance an election was held, and the appellee was elected in the Second Ward as a delegate. The convention met, was in session 72 days, and formed a city charter, which was adopted by a vote of the citizens of Louisville. For his services as member of that convention, this action was brought against the city, and a judgment of \$216 was recovered, bearing \$3 per day for the services of the appellee. The city has appealed.

The question involved is, whether, under the circumstances as detailed, an agreement on the part of the city of Louisville to pay the delegates to the convention can be implied?

The court, per Justice STURGEON, held—

That the mayor and council, in passing the ordinance to hold a convention, were acting in their municipal capacity. That had any intention existed to compensate the delegates for services, the ordinance should and in all probability would have defined the length of time the convention should continue in session, the amount of compensation the members should receive during its continuance, and that the fact that the ordinance contains no such provision, is, of itself, a strong presumption that no such intention existed, especially as it was the duty of the mayor and council, acting in their municipal capacity, to guard and watch over the interests of the city.

But his Honor says, the ordinance points out explicitly the extent of the power the convention should have to create debts against the city, and the power conferred for this purpose did not authorise the creation of the debt to compensate the delegates for their own services—That, as the writers which were to constitute a charge upon the city treasury were specially enumerated, all others must be regarded as excluded. "Expressio unius est exclusio alterius."

His Honor says that the ordinance does not justify the expectation that the delegates were to be paid for their services. They voluntarily sought the office. They must be presumed to have been willing to appropriate a portion of their time and talents to the promotion of the common good, from motives of patriotism alone.

The duties devolving upon the convention, in this instance, are of that character which citizens are frequently called on to render without reward. The station was one of honor and public confidence, in which the services rendered carried with them their own reward in the advancement of the public welfare.

His Honor says that no promise can be implied, under the circumstances, on the part of the city of Louisville, to pay the delegates of the convention alluded to, and, if they are paid it must be gratuitously done.

Judgment reversed.

CAUSES VS. KENTUCKY AND LOUISVILLE MUTUAL INSURANCE COMPANY.

The petition in this case alleges that, on the 26th of May, 1854, Cronic, the plaintiff, took insurance from the defendants in the sum of \$5,000, to continue six years, upon his building known as the Louisville Paper Mill, after having previously inured \$2,900 on the same building in the Howard Insurance Company, as shown by entries made by defendants before their policy was delivered. That afterwards, in the year 1852, he erected an addition to the said building, estimated at about \$4,000, and, being desirous to increase the insurance to about \$12,000 on the old building and the addition, he obtained insurance from the Protection Insurance Company to the amount of \$2,000 on both the old and new building, and from the Columbia Insurance Company of Charleston for \$2,000, covering the old and new building, and a few weeks since, while engaged at work on a new building in Frankfort, was arrested on Preston street, Thursday night, by officer O'Brien. Oliver is well known in this city, and we are astonished at his temerity in returning to a community where almost every one was aware of his crime. He has been taken to Frankfort, where his term of imprisonment will be doubled, as the law provides.—*Lex. Courier.*

ANNEST OF TOM OLIVER.—This somewhat notorious individual, who was sent to the Penitentiary of Fayette county for felony, and escaped a few weeks since, while engaged at work on a new building in Frankfort, was arrested on Preston street, Thursday night, by officer O'Brien. Oliver is well known in this city, and we are astonished at his temerity in returning to a community where almost every one was aware of his crime. He has been taken to Frankfort, where his term of imprisonment will be doubled, as the law provides.—*Lex. Courier.*

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the Commercial Insurance company were made by defendants in November or December, 1852, after they had notice of the insurance in said Companies as above. And further, that on the 26th of December, 1852, the building insured by defendants, and also said addition, were burned; that he sustained loss on the former of at least \$8,377.63, and on the latter at least \$1,192.37; that he notified the defendants of the loss on Dec. 25, 1852, and that they did not determine to rebuild, under their privilege of so doing, nor paid said \$5,000, but have only paid \$3,000.67, and are ready to pay more; and asks judgment for such part of said \$5,000 as he may be entitled to, &c., and for other proper relief.

ON MOTION, by Mr. Mallory, the bill setting the claims of the legal heirs of Richard W. Head, deceased, was postponed.

On motion, by Mr. Stewart, the bill for the relief of the claimants of the private armed brig Gen. Armstrong was taken up.

Mr. Fuller offered substitute, authorizing the Secretary of State to adjust the matter and pay what is due, not exceeding \$131,900, this being the sum demanded of the Portuguese government.

The amendment was agreed to.

After further debate the bill was passed—yeas 22, nays 17.

After which the Senate adjourned to Monday.

House.—Mr. Fuller, from the committee on commerce, reported a joint bill on authorizing the President to give the requisite notice for terminating the reciprocity treaty.

The commerce and navigation, in cases where the terms stipulated for their continuance have expired with such powers and States as in his opinion may fit the interest of their continental intercourse with the United States.

Mr. Davis said it ought to pass to get rid of some onerous stipulations on our commerce.

The bill was then referred to the committee on commerce.

Mr. Davis said it ought to be referred to the committee on foreign affairs.

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